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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN - AMENDED AND RELATED MOTIONS

Name of Debtor(s): Pr	rince Baffour-Osei	Case No:	14-14720
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This plan, dated February 25, 2015, is:

 \Box the *first* Chapter 13 plan filed in this case.

a modified Plan, which replaces the

□confirmed or ■unconfirmed Plan dated 01/13/2015.

Date and Time of Modified Plan Confirming Hearing:

April 16, 2015, 1:30 pm

Place of Modified Plan Confirmation Hearing:

U.S. Bankruptcy Ct., 200 S. Washington St., Courtroom III, Alexandria, VA 22314

The Plan provisions modified by this filing are:

Plan modified to track proofs of claim; absent a loan modification, debtor will surrender real estate

Creditors affected by this modification are:

All creditors

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$409,230.00

Total Non-Priority Unsecured Debt: \$4,532.57

Total Priority Debt: **\$6,667.71**Total Secured Debt: **\$460,518.26**

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- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$100.00 Monthly for 3 months, then \$265.00 Monthly for 57 months. Other payments to the Trustee are as follows: NONE. The total amount to be paid into the plan is \$ 15,405.00.
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$\(\frac{2,500.00}{} \) balance due of the total fee of \$\(\frac{3,000.00}{} \) concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
Internal Revenue Service	Taxes and certain other debts	6,667.71	Prorata
			29 months

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

Creditor	Collateral	Purchase Date	Est Debt Bal.	Replacement Value
-NONE-				

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

Creditor	Collateral Description	Estimated Value	Estimated Total Claim
Bank of America	6000 Joust Lane, Alexandria, VA	399,000.00	368,000.00
	22312		
Real Time Resolutions	6000 Joust Lane, Alexandria, VA 22312	399,000.00	92,518.26

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C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor Collateral Description Monthly Payment To Be Paid By

-NONE
Adeq. Protection
Monthly Payment
To Be Paid By

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Approx. Bal. of Debt or Creditor Collateral Collateral Pown" Value None
Approx. Bal. of Debt or Creditor None
"Crammed Down" Value Rate Monthly Paymt & Est. Term**

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

- B. Separately classified unsecured claims.

<u>Creditor</u> <u>Basis for Classification</u> <u>Treatment</u>

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5.	Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term
	Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any
	existing default under 11 U.S.C. § 1322(b)(5).

A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

	provided for in the loan agreement.				
Creditor -NONE-	<u>Collateral</u>	Regular Contract Payment	Estimated Arrearage Arrearage Rate	Estimated Cure Period	Monthly Arrearage <u>Payment</u>
В.	Trustee to make contract payments and regular contract monthly payments that condebts shall be cured by the Trustee either pubelow.	me due during the peri	od of this Plan, and pre-	petition arreara	ges on such
Creditor -NONE-	<u>Collateral</u>	Regular Contract <u>Payment</u>	Estimated Interest Arrearage Rate	Term for Arrearage	Monthly Arrearage Payment
С.	Restructured Mortgage Loans to be paid constituting the debtor(s)' principal residen	•		•	

<u>Creditor</u> <u>Collateral</u> Interest Estimated

<u>Rate</u> <u>Claim</u> <u>Monthly Paymt& Est. Term**</u>
-NONE-

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - **A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. §

Creditor -NONE-

Type of Contract

1322(c)(2) with interest at the rate specified below as follows:

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Monthly
Payment Estimated

Creditor
-NONE
Monthly
Payment Estimated
for Arrears
Cure Period

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7.	Liens	Which	Debtor(s)	Seek	to	Avoid.
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A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

Creditor -NONE-

Collateral

Exemption Amount

Value of Collateral

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

Creditor -NONE-

Type of Lien

Description of Collateral

Basis for Avoidance

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- 9. Vesting of Property of the Estate. Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:

Debtor will seek to modify his mortgage while performing under chapter 13; if modification is not successful, debtor will surrender real estate.

Signatures:

Debtor

Dated:	February 25, 2015	
/s/ Princ	e Baffour-Osei	
Prince B	affour-Osei	

/s/ Nathan Fisher

Nathan Fisher Debtor's Attorney

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J);

Matrix of Parties Served with Plan

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Certificate of Service

I certify that on February 25, 2015, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Nathan Fisher
Nathan Fisher
Signature
3977 Chain Bridge Rd., Suite #2
Fairfax, VA 22030
Address
(703) 691-1642
Telephone No.

Ver. 09/17/09 [effective 12/01/09]

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Eill	in this information t	a identify your a	2001				I			
	otor 1	Prince Baffo								
	otor 2 buse, if filing)					_				
Uni	ted States Bankrup	tcy Court for the	: EASTERN DISTRICT	OF VIRGINIA						
	se number 14-	14720					Check if this is: An amende A supplement 13 income	ed filing		n chapter
0	fficial Form	B 6I					MM / DD/ Y	YYY		
S	chedule I:	Your Inc	ome				,,			12/13
spo atta	use. If you are sep ch a separate shee	parated and you et to this form. e Employment	are married and not filing wi r spouse is not filing wi On the top of any additi	th you, do not inclu	de infor	mati	on about your spo	use. If mor	e space is	needed,
1.	Fill in your emplinformation.	oyment		Debtor 1			Debtor 2	or non-filir	ng spouse	
	If you have more attach a separate information about	page with	Employment status	■ Employed □ Not employed			☐ Emple	•		
	employers. Include part-time, self-employed wo		Occupation Employer's name	Sales BJ's						
	Occupation may i or homemaker, if		Employer's address							
	o: D		How long employed to	here? <u>4 Years</u>	3					
Esti spou	mate monthly incouse unless you are	separated. spouse have mo	ate you file this form. If	, g					es below. If y	J
2.			ry, and commissions (b calculate what the monthl		2.	\$	3,466.67	non-filing	g spouse N/A	
3.	Estimate and lis	t monthly overt	ime pay.		3.	+\$	0.00	+\$	N/A	
4.	Calculate gross	Income. Add lir	ne 2 + line 3.		4.	\$	3,466.67	\$	N/A	

Deb	tor 1	Prince Baffour-Osei			Case r	number (<i>if known</i>)	14-147	20	
					For	Debtor 1		ebtor 2 or lling spouse	
	Copy	y line 4 here		4.	\$	3,466.67	\$	N/A	
5.	List	all payroll deductions:							
-	5a.	Tax, Medicare, and Social Secur	itv deductions	5a.	\$	520.00	\$	N/A	
	5b.	Mandatory contributions for retir	•	5b.	\$	0.00	\$	N/A	
	5c.	Voluntary contributions for retire	ement plans	5c.	\$	0.00	\$	N/A	
	5d.	Required repayments of retirement	ent fund loans	5d.	\$	0.00	\$	N/A	
	5e.	Insurance		5e.	\$	0.00	\$	N/A	
	5f.	Domestic support obligations		5f.	\$	0.00	\$	N/A	
	5g.	Union dues		5g.	\$ <u> </u>	0.00	. <u>\$</u>	N/A	
_	5h.	Other deductions. Specify:		5h.+	\$ <u></u>	0.00	+ \$	N/A	
6.		the payroll deductions. Add lines	· ·	6.	\$ <u> </u>	520.00	\$	N/A	
7.		ulate total monthly take-home pay		7.	\$	2,946.67	\$	N/A	
8.	List a	all other income regularly received Net income from rental property profession, or farm Attach a statement for each proper receipts, ordinary and necessary b	and from operating a business, ty and business showing gross						
		monthly net income.		8a.	\$	0.00	\$	N/A	
	8b. 8c.	Interest and dividends	ou, a non-filing spouse, or a depende	8b.	\$ <u></u>	0.00	\$	N/A	
	8d. 8e. 8f.	regularly receive Include alimony, spousal support, of settlement, and property settlement Unemployment compensation Social Security Other government assistance the Include cash assistance and the variable.	child support, maintenance, divorce t. at you regularly receive alue (if known) of any non-cash assistan nps (benefits under the Supplemental	8c. 8d. 8e.	\$ \$	0.00 0.00 0.00	\$ \$	N/A N/A N/A	
		Specify:		8f.	\$	0.00	\$	N/A	
	8g.	Pension or retirement income		8g.	\$	0.00	\$	N/A	
	8h.	Other monthly income. Specify:	Second job w/ BJ's Wholesale Club	8h.+	\$	1,200.00	+ \$	N/A	
9.	Add	all other income. Add lines 8a+8b-	+8c+8d+8e+8f+8g+8h.	9.	\$	1,200.00	\$	N/A	
10	Calc	ulate monthly income. Add line 7 -	Lline 9	10. \$		l,146.67 + \$		N/A = \$ 4	,146.67
		the entries in line 10 for Debtor 1 and				-		<u> </u>	,140.07
11.	Inclu- other	de contributions from an unmarried profiends or relatives. ot include any amounts already inclu	the expenses that you list in Schedu partner, members of your household, you ded in lines 2-10 or amounts that are no	ur depend	-	•		hedule J. 11. +\$	0.00
12.		e that amount on the Summary of Sc.	ine 10 to the amount in line 11. The r hedules and Statistical Summary of Cer					12. \$ <u>4</u>	l,146.67 d
13.	Do y ■ □	ou expect an increase or decrease No. Yes. Explain:	e within the year after you file this for	m?				monthly i	income

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Filli	in this informa	ation to identify yo	our case:							
Debt	tor 1	Prince Baffo	our-Osei			Cł	neck if	this is:		
							An	amended filing		
Debt	tor 2						As	supplement show	ving post-petition ch	apter
(Spc	ouse, if filing)						13	expenses as of	the following date:	
Unite	ed States Bank	ruptcy Court for the	EASTE	RN DISTRICT OF VIRGIN	IA		MN	I/DD/YYYY		
Case	e number 14	4-14720					As	eparate filing for	Debtor 2 because	Debtor
	nown)							naintains a sepa		
Of	ficial Fo	orm B 6J								
		J: Your	_ Exper	nses						12/13
Be a	as complete ormation. If m	and accurate as	s possible eded, atta	. If two married people ar ich another sheet to this						
Part		ribe Your House	ehold							
1.	Is this a joi									
	■ No. Go to									
			in a separ	ate household?						
	□ N	-	st file a ser	parate Schedule J.						
2.	Do you hav	e dependents?	■ No							
	Do not list D Debtor 2.	ebtor 1 and	☐ Yes.	Fill out this information for each dependent	Dependent's relation Debtor 1 or Debtor 2			Dependent's age	Does dependent live with you?	
	Do not state	the							□ No	
	dependents	names.							☐ Yes	
									□ No	
									☐ Yes	
									□ No	
									☐ Yes	
									□ No	
3.	Do your ex	penses include							☐ Yes	
J.	expenses of	of people other t d your depende	than 👝	No Yes						
Part	t 2: Estim	nate Your Ongoi	ing Month	ly Expenses						
exp		a date after the		uptcy filing date unless y y is filed. If this is a supp						
the		h assistance an		government assistance in cluded it on <i>Schedule I:</i> Y				Your expe	enses	
•		,								
4.		or home owners nd any rent for th		ises for your residence. In or lot.	nclude first mortgage	4.	\$_		3,215.00	
	If not include	ded in line 4:								
	4a. Real	estate taxes				4a.	\$		0.00	
	4b. Prope	erty, homeowner's	s, or renter	's insurance		4b.	\$		0.00	
			•	upkeep expenses		4c.	· : —		0.00	
_		eowner's associa				4d.			0.00	
5.	Additional :	mortgage paym	ents for yo	our residence, such as ho	me equity loans	5.	\$		0.00	

Debtor 1 Princ	ce Baffour-Osei	Case number (if known)	<u>14-14720</u>
. Utilities:			
	ricity, heat, natural gas	6a. \$	150.00
	er, sewer, garbage collection	6b. \$	30.00
	phone, cell phone, Internet, satellite, and cable services	6c. \$	0.00
	r. Specify: Cell Phone	6d. \$	60.00
	nousekeeping supplies	7. \$	240.00
	and children's education costs	8. \$	0.00
	aundry, and dry cleaning	9. \$	40.00
-	are products and services	10. \$	10.00
	d dental expenses	11. \$	20.00
	ation. Include gas, maintenance, bus or train fare.		20.00
•	ude car payments.	12. \$	175.00
	nent, clubs, recreation, newspapers, magazines, and books	13. \$	20.00
. Charitable	contributions and religious donations	14. \$	0.00
. Insurance.	•		
Do not inclu	ude insurance deducted from your pay or included in lines 4 or 20.		
15a. Life ir		15a. \$	0.00
15b. Healt	th insurance	15b. \$	0.00
15c. Vehic	cle insurance	15c. \$	65.00
15d. Other	r insurance. Specify:	15d. \$	0.00
i. Taxes. Do r	not include taxes deducted from your pay or included in lines 4 or 20.		
Specify:		16. \$	0.00
	t or lease payments:		
•	payments for Vehicle 1	17a. \$	0.00
•	payments for Vehicle 2	17b. \$	0.00
17c. Other		17c. \$	0.00
17d. Other	· · · · .	17d. \$	0.00
	ents of alimony, maintenance, and support that you did not report		0.00
	rom your pay on line 5, Schedule I, Your Income (Official Form 6I).	18. \$	
	nents you make to support others who do not live with you.	Φ	0.00
Specify:	property expenses not included in lines 4 or 5 of this form or on So	19.	
	gages on other property	20a. \$	0.00
-	estate taxes	20b. \$	0.00
	erty, homeowner's, or renter's insurance	20c. \$	
•	tenance, repair, and upkeep expenses	20d. \$	0.00
		·	0.00
	eowner's association or condominium dues	20e. \$	0.00
. Other: Spec	city:	21. +\$	0.00
. Your month	hly expenses. Add lines 4 through 21.	22. \$	4,025.00
The result is	s your monthly expenses.		
	our monthly net income.		
23a. Copy	line 12 (your combined monthly income) from Schedule I.	23a. \$	4,146.67
23b. Copy	your monthly expenses from line 22 above.	23b\$	4,025.00
			·
	ract your monthly expenses from your monthly income.	00 - 6	404.67
The r	result is your monthly net income.	23c. \$	121.67
11101			
For example, modification to	pect an increase or decrease in your expenses within the year after, do you expect to finish paying for your car loan within the year or do you expect y to the terms of your mortgage?		ease or decrease because of a
Do you exp	, do you expect to finish paying for your car loan within the year or do you expect y		ease or decrease because of a

Bank of America P.O. Box 5270 Carol Stream, IL 60197-5270

Internal Revenue Service P.O. Box 21126 Philadelphia, PA 19114-0326

Nationstar P.O. Box 650783 Dallas, TX 75285

Office of the U.S. Trustee 115 South Union St., Ste. 210 Alexandria, VA 22314

Real Time Resolutions 1750 Regal Row, Ste. 120 Dallas, TX 75235

Rees, Broome 1900 Gallows Road, Ste. 700 Vienna, VA 22182

Samuel I. White, PC 5040 Corporate Woods Drive Suite 120 Virginia Beach, VA 23452-4377

T-Mobile P.O. Box 742596 Cincinnati, OH 45274